

POLING, McGAW & POLING, P.C.  
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*Attorneys for Creditor DeMaria Building Company*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

\_\_\_\_\_  
In Re:

GENERAL MOTORS CORPORATION,  
  
Debtor.

Chapter 11  
Case No. 09-50026-reg  
Hon. Robert E. Gerber

\_\_\_\_\_  
**FULL WITHDRAWAL OF CREDITOR DEMARIA BUILDING COMPANY'S PROOF  
OF CLAIM NUMBER 256 AND FULL WITHDRAWAL OF DEMARIA BUILDING  
COMPANY'S OBJECTION TO DEBTOR'S NOTICE OF (I) DEBTORS' INTENT TO  
ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED  
LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF  
NONRESIDENTIAL REAL PROPERTY AND (II) CURE AMOUNTS RELATED  
THERE TO.**

NOW COMES Creditor, DEMARIA BUILDING COMPANY, by and through its attorneys,  
POLING, McGAW & POLING, P.C., and in its Full Withdrawal of its Proof of Claim No. 256 and  
its Full Withdrawal of its Objection to the Notices of (I) Debtors' Intent to Assume and Assign  
Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of  
Nonresidential Real Property and (II) Cure Amounts Related thereto (the "Assumption Notices")  
served upon DeMaria Building Company ("DeMaria") by the above-captioned Debtors and Debtors-  
in-Possession (collectively, the "Debtors") pursuant to the requirements of the *Order Pursuant to  
Sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006, (I)  
Approving Procedures for Sale of Debtors' Assets Pursuant to Master Sale and Purchase Agreement*

*with Vehicle Acquisition Holdings, LLC, a U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice, dated June 2, 2009* (the “Sale Procedures Order”, with Docket No. 274) and *Order (I) Authorizing Sale of Assets Pursuant to Amended and Restated Master Sale and Purchase Agreement with NGMCO, Inc., a U.S. Treasury-Sponsored Purchaser; (II) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (III) Granting related relief dated July 5, 2009* (the “Sale Authorization Order”, with Docket No. 2968), states unto this Honorable Court as follows:

(1) On or around August 5, 2009 General Motors Corporation (formerly known as NGMCO, Inc.) (hereinafter referred to as the “Purchaser”) submitted its Agreement to Resolve Objection to Cure Notice (“Cure Agreement”) to Creditor DeMaria Building Company, Inc. (a copy of which is attached as Exhibit A).

(2) Pursuant to the terms of the Cure Agreement, Purchaser has agreed to provide payment to DeMaria Building Company in compliance with the terms of the Cure Agreement in the amount of \$1,132,156.98.

(3) That DeMaria Building Company filed its Objection to the Notices of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related thereto (the “Assumption Notices”) with this Court at Docket No. 3841 for the specific reason that the Assumption Notices provided to DeMaria by the Purchaser for the Cure Agreement fail to include any information regarding the actual cure amount specified in the Cure Agreement.

(4) That subsequent to the filing of this Objection, DeMaria Building Company has been assured by the Purchaser that the Cure Amount specified in the Cure Agreement is valid and enforceable as to the benefit of DeMaria Building Company and against the Purchaser.

(5) Upon the express condition that this assurance by the Purchaser regarding the validity and enforceability of the Cure Amount specified in the August 5, 2009 Cure Agreement between DeMaria Building Company and the Purchaser is correct, then DeMaria Building Company conditionally withdrew its Objection filed in this action at Docket No. 3841, as identified above.

(6) DeMaria Building Company filed its Conditional Withdrawal with this Court on August 31, 2009 at Docket No. 3918.

(7) The Purchaser fully satisfied its cure obligations to DeMaria Building Company as set forth in the Cure Agreement.

(8) As a direct result of this complete satisfaction by Purchaser of the Cure Agreement between the Purchaser and DeMaria Building Company, DeMaria Building Company hereby fully withdraws both its:

- (A) Objection to the Notices of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related thereto (the "Assumption Notices") with this Court at Docket No. 3841 (which was conditionally withdrawn at Docket No. 3918); and
- (B) Proof of Claim with Claim No. 256 dated June 9, 2009 (a copy of the DeMaria Building Company's Proof of Claim is attached as Exhibit B).

Dated: April 15, 2010

**/s/Kathryn E. Driscoll**  
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In Re:

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Debtor.

Chapter 11  
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\_\_\_\_\_  
**CERTIFICATE OF SERVICE**

STATE OF MICHIGAN     )  
                                  )§  
COUNTY OF OAKLAND    )

Kathryn E. Driscoll, being first duly sworn, deposes and says that on April 15, 2010 she did serve a true and correct copy of:

1. Full Withdrawal of Creditor DeMaria Building Company's Proof of Claim No. 256 and Full Withdrawal of Creditor Demaria Building Company's Objection to Debtor's Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (Ii) Cure Amounts Related Thereto.; and
2. This Certificate of Service upon:

the parties to this Chapter 11 Bankruptcy Proceeding by ECF Filing.

**/s/Kathryn E. Driscoll**

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